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#### **Contract Database Metadata Elements**

Title: **Pine Valley Central School District and Pine Valley Central School District Unit, Local 807, CSEA, Local 1000, AFSCME, AFL-CIO (2005)**

Employer Name: **Pine Valley Central School District**

Union: **Pine Valley Central School District Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, 807**

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

PERB ID Number: **5950**

Unit Size: **54**

Number of Pages: **38**

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GEN | 5950

RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**AGREEMENT**

DEC 23 2005

*between*

**ADMINISTRATION**

**PINE VALLEY UNIT, LOCAL 807,  
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.  
AFSCME LOCAL 1000, AFL-CIO**

*and*

**PINE VALLEY CENTRAL SCHOOL DISTRICT  
SUPERINTENDENT OF SCHOOLS**

7/1 6/30  
2005-2009

**NOTICE:**

**"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."**



# **PINE VALLEY CSEA**

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## **PREAMBLE**

The Superintendent of Schools of the Pine Valley Central School District - South Dayton and the Pine Valley Central School District Unit, Local 807, CSEA, Inc., AFSCME Local 1000 AFL-CIO, representing all the noninstructional employees of the District, in accordance with provisions of Article 14 of the Civil Service Law of the State of New York (The Public Employees' Fair Employment Act), enter into this Agreement on the first day of July, 2005, by and between the Superintendent of Schools and the Association.

Excluded from this bargaining unit are the positions of Head Bus Driver, Head Custodian, School Business Executive, Secretary to the Superintendent of Schools, Secretary to the School Business Executive, Clerk of the Board, District Treasurer, Internal Claims Officer, Tax Collector, Central Treasurer, Assistant District Treasurer, Accounts Payable Clerk and Secretary to the Principal.

## **ARTICLE 1 CONCERNING THIS AGREEMENT**

### **Section 1.1 Recognition**

- 1.1.1 The employer recognizes that the Pine Valley Central School District Unit, Local 807, CSEA, Inc., AFSCME Local 1000, AFL-CIO, shall be the sole and exclusive representative of all employees in the unit defined in the Preamble of the existing Agreement for the purposes of collective bargaining and grievances and shall have this exclusive representation status for the maximum period permitted by law on the date of execution of this Agreement.

### **Section 1.2 Interpretation/Savings Clause**

- 1.2.1 If any article or part thereof of this Agreement or any addition thereof should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Agreement or any addition thereof shall not be affected.

### **Section 1.3 Association Rights**

- 1.3.1 The CSEA shall have the sole and exclusive right with respect to other organizations to represent all employees in the negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act; under any applicable law, rule, regulation or statute, under the terms and conditions of this Agreement, to designate its own representatives and to appear before any appropriate official of the employer to effect such representation, to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate, and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents.
- 1.3.2 Only CSEA representatives shall have access to bargaining unit employees on unassigned time covered by this Agreement to administer the terms and conditions of employment contained within this Collective Bargaining Agreement.

- 1.3.3 The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

#### **Section 1.4 Employee Rights**

- 1.4.1 Any employee covered by the provisions of the Agreement shall be free to join or refrain from joining the CSEA without fear of coercions, reprisal or penalty from the CSEA or the employer.
- 1.4.2 Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisal from the employer or its agents.
- 1.4.3 An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules.
- 1.4.4 Employees may review their personnel files. The employee is to sign all material contained in their personnel files, with the exception of pre-hiring information, which is the property of the District and not available for review by employees. Additionally, employees shall have the right to rebut anything contained in their personnel file they deem derogatory, except pre-hiring information.

#### **Section 1.5 Management Rights**

- 1.5.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Board of Education are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the school district; to determine the facilities, methods, means and number of personnel required for conduct of school district programs; to administer any Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.
- 1.5.2 Terms and Conditions of Employment Not Covered by This Agreement.
- All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's discretion and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

#### **Section 1.6 Negotiations**

- 1.6.1 Negotiations for a successor agreement to this Agreement shall commence with the first meeting to be held on a mutually agreeable date on or before March 1 of the final school year of this Agreement.

- 1.6.2 At the first meeting there shall be a simultaneous exchange of proposals in the form of specific proposed additions to or deletions from this Agreement.
- 1.6.3 Under the terms of this Agreement and pursuant to the Public Employees' Fair Employment Act, the employees shall negotiate collectively in good faith with the employer in the determination of salaries and the terms and conditions of employment and enter into a written agreement with the employer.

#### Section 1.7 No Strike

- 1.7.1 The CSEA shall not engage in a strike, nor cause, instigate, encourage or condone a strike and will exert its best efforts to prevent and terminate any strike.

#### Section 1.8 Copies of Contract

- 1.8.1 Copies of this document shall be provided to each noninstructional employee by the employer.

### **ARTICLE 2 GRIEVANCE AND ARBITRATION PROCEDURE**

#### Section 2.1 General

- 2.1.1 A grievance shall be a violation, misinterpretation, or misapplication of a specific section of this Agreement. A written grievance by an employee or the CSEA must be submitted on the form shown in Appendix E. Grievance forms shall be provided by the Employer.
- 2.1.2 A grievant is a party or an employee who has a grievance.
- 2.1.3 If the grievant is an employee, he must submit his grievance at Step 1. However, if the grievant is the CSEA and its grievance involves all (or substantially all) of the employees, it may submit the grievance at Step 3. If the grievant is the Employer, it may submit the grievance at Step 3.
- 2.1.4 No grievance may be submitted with respect to any matter which by law is mandated to be adjudicated by some procedure other than the grievance procedure provided in this Agreement.
- 2.1.5 If an employee on initial probation is discharged or disciplined, the employer is not required to assign a reason therefor and the discipline or discharge cannot be made the subject of a grievance or arbitration.
- 2.1.6 An employee is on probation for a period of eight (8) weeks to fifty-two (52) weeks, as determined by the employer, which period begins on the last date of hire or appointment to each new position. The minimum and maximum periods of the probationary term shall be extended by the number of work days the employee is absent on either paid or unpaid leave.
- 2.1.7 The employer and CSEA shall have the right to legal counsel at the arbitration stage of this procedure.

## Section 2.2 Grievance Procedure

- 2.2.1 Step 1:** If not later than the fifth (5<sup>th</sup>) working day after the date of the occurrence out of which the grievance arises, the grievant or the grievant's representative orally or in writing submits a grievance to the grievant's immediate supervisor, the supervisor must answer the grievance orally or in writing not later than the second (2<sup>nd</sup>) working day after its submission. The grievant or the grievant's representative has five (5) working days after submission of the grievance at Step 1 within which he may appeal the grievance in writing on the form set forth in Appendix E to the Superintendent or his designee at Step 2.
- 2.2.2 Step 2:** If the grievant or the grievant's representative does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if either does appeal before the appeal time expires, then the Superintendent or his designee should answer the grievance in writing no later than the fifth (5<sup>th</sup>) working day after the appeal. The CSEA has eight (8) working days after submission of the grievance at Step 2 within which it may appeal the grievance in writing to the appropriate committee of the Board of Education at Step 3.
- 2.2.3 Step 3:** If the CSEA does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if the CSEA does appeal before the appeal time expires, then the appropriate committee of the Board of Education and the CSEA must agree, not later than the fifth (5<sup>th</sup>) working day after the appeal, on the date for a Step 3 meeting.

### **THE PARAGRAPH IMMEDIATELY FOLLOWING APPLIES ONLY IN THE CASE OF A 2.1.3 GRIEVANCE:**

If the grievant is the CSEA, which is properly filing a grievance in accordance with section 2.1.3, or the employer, a grievance may be submitted at Step 3. The grievance must then be submitted in writing not later than the fifth (5<sup>th</sup>) working day after the date of the occurrence out of which the grievance arises and then, the appropriate committee of the Board of Education and the CSEA must agree, not later than the fifth (5<sup>th</sup>) working day after the submission, on the date for a Step 3 meeting.

The Step 3 meeting must be held not later than the fifteenth (15<sup>th</sup>) working day after the date on which the grievance is appealed or submitted to Step 3. The employer (or, if the grievant is the employer, then the CSEA) should answer the grievance in writing not later than the tenth (10<sup>th</sup>) working day after the Step 3 meeting. The CSEA (or, the Employer) has ten (10) working days after receipt of the Step 3 answer within which it may submit the grievance to arbitration.

## Section 2.3 Arbitration Procedure

- 2.3.1** If the employer or the CSEA does not appeal a grievance to arbitration before the submission time expires, the grievance is deemed null and void and the party is barred from any action to further process the grievance to arbitration.
- 2.3.2** No more than one (1) grievance may be appealed to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one (1) grievance.

- 2.3.3 To appeal a grievance to arbitration, a party must submit a Demand for Arbitration, specifying the provision of the Agreement at issue. The grievance shall be filed with the American Arbitration Association (AAA) within not more than ten (10) school days after receipt of the Stage 3 answer. The parties shall be bound by the Voluntary Labor Arbitration Rules of the AAA for the selection of the Arbitrator and for the arbitration.
- 2.3.4 The time of the arbitration hearing shall be agreed upon by the parties and the arbitrator.
- 2.3.5 The arbitrator is hereby authorized to interpret and apply, but not to change, modify, enlarge, or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which by law are mandated to be adjudicated by some procedure other than the grievance procedure provided in this Agreement.
- 2.3.6 The decision of the arbitrator is final and binding on the parties and the employees.
- 2.3.7 One-half (1/2) the fees and expenses of the arbitrator must be paid by each party. All other expenses (including the compensation of witnesses) incident to the arbitration must be paid by the party which incurred them. If either party desires a verbatim stenographic record of the arbitration proceedings, it may cause such a record to be made at its own expense.

#### Section 2.4 Time Limits

- 2.4.1 In all cases of time limits provided in this Article, the computation of working day shall exclude Saturdays, Sundays and holidays.
- 2.4.2 The time limits set forth in this Article must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be unreasonably withheld by either party.

#### Section 2.5 Election of Forum

- 2.5.1 If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any judicial or other administrative forum or to any and all other such forums.
- 2.5.2 If an employee and/or CSEA submits an issue to any judicial or administrative forum for resolution and review of an issue which might also constitute an alleged violation of the Agreement, then both the employee and the CSEA waive their right to submit said issue to arbitration.

## **ARTICLE 3 PERSONNEL MATTERS**

### **Section 3.1 Employment Schedules**

- 3.1.1 Definition: Full-time, 10 and/or 12 month employees are those who work twenty-five (25) hours or more per week and part-time, 10 and/or 12 month employees are those who work less than twenty-five (25) hours per week. This provision will pertain to those employees hired after July 1, 1978, and will not affect employees hired before July 1, 1978.
- 3.1.2 Employees shall be appointed by the Board of Education and continuation of employment shall remain the responsibility of the Board of Education within the regulations of the Chautauqua County Civil Service Commission and in accordance with the terms and conditions set forth in this Agreement.
- 3.1.3 Hours of assignment, starting time, lunch times and ending times shall be determined by the Superintendent of Schools.
- 3.1.4 A released time lunch period of thirty (30) minutes, without pay, will be assigned to each noninstructional employee who is scheduled to work more than four (4) hours per day.

Breaks shall be provided as follows:

Full time employees 8 hours – 2 – 15 minute breaks.

Full time employees working less than 8 hours – 1 – 15 minute break.

- 3.1.5 All hours worked in excess of forty (40) hours inclusive of all paid leaves shall be calculated at time and one-half (1.5) of the regular hourly rate for salary and pay purposes. In the case of services provided in two (2) or more areas, overtime rates shall be determined on a weighted average calculated by the number of hours worked times the rate of pay in each category, the sum of which is divided by the total number of hours in both categories.
- A. All employees who are called back to work for periods of time other than during their regularly assigned working hours will receive a minimum of two (2) hours call back pay at their straight time rate of pay. If the employee is required to work more than two (2) hours, he shall continue to receive pay at his/her straight time rate with overtime applying if applicable within the overtime provisions of this Agreement. No employee shall refuse to work the full two (2) hours if requested.
- B. When overtime work is available in a department, priority shall be given to the qualified employees in that specific department. A qualified employee working in a specific job title shall be given preference as to overtime when such overtime work is required within that job title.
- 3.1.6 In departments which do not rotate shifts, shift preference shall be determined by seniority as defined in Section 3.4. Once a determination has been made, further exercise of seniority for shift preference shall be limited to once per calendar year.

## **Section 3.2 Postings**

- 3.2.1** Noninstructional job vacancies will be posted on all time clock bulletin boards within three (3) working days following the determination by the Board of Education to fill a vacated or new position.

Such posting shall contain the following information:

- (a) Job title;
- (b) Posting date;
- (c) Qualifications for the position;
- (d) Hourly rate of pay; as per the CSEA contract;
- (e) Full time or Part time as appropriate and shift (i.e., dayshift, nightshift);
- (f) Work location or building.

Any noninstructional employee who is interested in the position shall make application there upon the prescribed form. Consideration will be given to present noninstructional employees based upon their qualifications for the position and the group they are assigned.

- 3.2.2** All vacancies shall be posted on employee bulletin boards for a period of five (5) working days.
- 3.2.3** All permanent employees shall have the right to bid said vacancies. Said vacancies shall be awarded to the most senior employee within the group, all qualifications being equal.
- 3.2.4** In the event no permanent employee within the group qualifies for said vacancy, the employer may award the position to any other qualified person.
- 3.2.5** The District shall notify the Unit President of all vacancies in the bargaining unit and of the filling of said vacancies. Such notification shall contain the job title, rate of pay as per contract, and location of vacancy.
- 3.2.6** Members of the bargaining unit shall have the right to apply and be considered and interviewed for all vacancies in the bargaining unit.
- 3.2.7** Seniority for the filling of job vacancies as contained in the Section 3.2 shall apply within groups as defined below:

### **GROUP A**

Cleaner  
Laborer  
Groundsman  
Custodian  
Laundry Worker

### **GROUP B**

Bus Driver

### **GROUP E**

Monitor

### **GROUP F**

Senior Library Clerk  
Typist II  
Senior Typist  
Senior Stenographer  
Account Clerk Typist

GROUP C  
Auto Mechanic

GROUP G  
Nurse

GROUP D  
Food Service Helper  
Cook  
Cook Manager

GROUP H  
Building Maintenance Mechanic

GROUP I  
Teacher Aide

3.2.8 If an employee of the District holds two (2) or more titles in the District, he or she shall belong to each group within which such titles are found.

3.2.9 Jurisdictional classification of all positions will be regulated by the County Civil Service Commission.

A. Jurisdictional reclassification of present positions will be regulated by the County Civil Service Commission.

### Section 3.3 Transfers

3.3.1 Noninstructional employees are subject to transfer when the best interest of the school district will be served by such transfer. In the event of a transfer, the unit president shall be notified, in writing, of the matter.

### Section 3.4 Seniority

3.4.1 Seniority means length of continuous service with the school district. In transfer or promotion from one (1) department to another, breaks in service not requested by the employee shall be continuous service.

A. Seniority shall cease for any one (1) of the following reasons:

1. Resignation
2. Discharge
3. Retirement
4. Layoff of more than one (1) year
5. Failure to report to work within two (2) days of receiving a certified letter of recall, return receipt requested.

B. Continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is:

1. On leave of absence with or without pay when authorized.
2. On layoff (up to one (1) year)
3. Absent from and unable to perform the duties of his position by reason of disability resulting from an injury or illness, not to exceed one (1) year.

3.4.2 If two (2) or more employees are hired on the same date, their relative seniority shall be determined by lot.



### Section 3.5 Layoffs

- 3.5.1 All layoffs shall be pursuant to applicable provisions of this Agreement unless in conflict with Civil Service Law or Regulations, in which case the Law or Regulations control.
- 3.5.2 ~~For layoff purposes, an employee's seniority shall determine the order to be followed.~~ In a department, the employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be reached. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.
- 3.5.3 Permanent competitive class employees shall have the right to displace:
- A. Employees with lesser seniority in lower jobs in the direct line of promotion in the department, or if this is not possible,
  - B. Employees with lesser seniority in lower jobs previously held on a permanent basis in the department.
  - C. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments where the employee is qualified.
- 3.5.4 Permanent non-competitive and labor class employees shall have the right to displace non-competitive and labor class employees with lesser seniority in lower jobs previously held on a permanent basis in the department. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments, where the administration deems the qualifications equal to the person to be displaced.
- 3.5.5 Recalls shall be in the inverse order of layoff.

### Section 3.6 Discipline/Discharge

- 3.6.1 The purpose of this section is to serve as a complete replacement for the procedures and substantive rights which are, or may be, afforded to unit employees (other than teaching assistants) by Section 75 and 76 of the New York State Civil Service Law, including any amendment of, or replacement for, such sections. Therefore, unit employees may not invoke, use, or rely upon any right which may be provided in either section of Law. The sole recourse which employees shall have, with respect to any discipline, including dismissal, which they believe to be without just cause, shall be to the Grievance Procedure set forth in Article 2 of this Agreement.
- 3.6.2 Employees who have completed at least three hundred sixty-five (365) consecutive calendar days of employment with the District (beginning with the first (1<sup>st</sup>) day of work and not counting any period of absence of five (5) or more consecutive work days) shall not be disciplined (i.e.; reprimanded in writing, suspended without pay, reduced in compensation or dismissed) without just cause. The following are not "discipline" within the meaning of this paragraph.

1. Oral: Warnings, reprimands, statements or evaluations adverse to the employee.
  2. Written: Warnings, (as distinct from reprimands) statements, or evaluations adverse to the employee.
  3. Denial of pay or leave credits, unless such denial is a result of discipline.
- 3.6.3 When an employee is called into the Superintendent of Schools' office for questioning prior to charges being served upon that employee pursuant to this section, he or she shall first be advised of his or her right to Union Representation during that meeting and shall be granted a reasonable time to obtain such representation.
- 3.6.4 The CSEA representative shall be allowed to attend said meeting without loss of pay or charge to his or her accruals if said meeting is to be held during working hours.

## **ARTICLE 4 HOLIDAYS AND VACATIONS**

### **Section 4.1 Holidays**

- 4.1.1 A total of fourteen (14) paid holidays will be allotted all noninstructional personnel. The following designated holidays will be paid when they fall within the length of employment assigned to the specific position, provided the employee has worked the full scheduled day before and the full scheduled day following the holiday. Properly reported absence due to personal sickness or physical disability of the employee on either the day before the holiday or the day following the holiday will constitute a day worked for purposes of determining holiday pay eligibility. This section is subject to the provisions of Section 5.3.4 of this Agreement.

Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King, Jr. Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day

Holiday pay will be calculated at eight (8) hours per holiday extended by the employee's regular hourly rate, unless the employee normally works less than eight (8) hours per day, in which case, the hours which would normally have been worked in the particular holiday will be extended by the employee's regular hourly rate.

- 4.1.2 When any of the paid holidays fall on Saturday or Sunday, the day before or the day after Sunday will be considered the holiday when school is closed for students that Friday or Monday.
- 4.1.3 When school is in session the Friday prior to a designated Saturday holiday or on Monday following a designated Sunday holiday, employees will be released for this holiday on the day established by the school calendar adopted by the Board of Education, or if no date for observance is given then the noninstructional staff will be given the holiday on the day chosen by the Board of Education.

- 4.1.4 In the event that multiple dates for commemorating of a paid holiday should occur, the determination of which day is the paid holiday will be made by accepting the day appointed for observance by the Board of Education.

#### **Section 4.2 Vacation**

- 4.2.1 The following shall be used for vacation purposes for full-time twelve (12) month noninstructional employees.
- 4.2.2 Full-time noninstructional twelve (12) month employees who have completed nine (9) months of service by June 30 are entitled to one (1) week of vacation time (five [5] working days) that summer.
- 4.2.3 Full-time noninstructional twelve (12) month employees who have completed one (1) full year of service by June 30 are entitled to two (2) weeks of vacation time (ten [10] working days) that following summer.
- 4.2.4 Full-time noninstructional twelve (12) month employees who have completed eight (8) full years of uninterrupted service by June 30 are entitled to three (3) weeks of vacation time (fifteen [15] working days) effective the following fiscal year.
- 4.2.5 Full-time noninstructional twelve (12) month employees who have completed twenty (20) full years of uninterrupted service by June 30 are entitled to four (4) weeks of vacation time (twenty [20] working days).
- 4.2.6 Procedures for Vacation Usage
- A. Written requests for vacation must be made to the Business Executive at least three (3) weeks before the aforementioned vacation time is contemplated to start. In the event an employee is entitled to three (3) weeks or less, that employee will be entitled to at least one (1) week vacation leave during the summer months. However, the employee shall be entitled to the use of additional vacation leave during the summer months as stipulated above. Where an employee is entitled to four (4) weeks vacation or more, said employee shall be eligible to take at least one-half (1/2) of said vacation during the summer months.
  - B. Granting will be based upon the administrative decision that the absence of the employee will not adversely affect the school operation including the related functions.
  - C. Granting in the event of requests for the same time periods will be based upon seniority.
  - D. Specific vacation times will be determined by the Business Executive and approved by the Superintendent of Schools.
  - E. Vacation time shall not be cumulative from year to year.

- F. If the employee is required to work and therefore unable to take this vacation during the calendar year, he will be paid for all such unused days at his regular rate of pay.

## **ARTICLE 5 LEAVES OF ABSENCE**

### **Section 5.1 Child-bearing/Child-rearing Leave**

#### **5.1.1 Definitions:**

- A. A child-bearing/child-rearing leave shall be defined as a leave of absence which commences prior to the delivery of the child and continues uninterrupted after the delivery of said child for a maximum period of two (2) years.
- B. A child-rearing leave shall be defined as an unpaid leave of absence which commences at: the time the employee desires, is no longer disabled, or after utilization of Sick Leave provision, whichever occurs sooner and continues uninterrupted for a maximum period of two (2) years.

5.1.2 In the event an employee desires a child-bearing/child-rearing leave, the employee shall give written notice to the Superintendent no later than the thirtieth (30<sup>th</sup>) consecutive day (waived in emergency situations) prior to the date he/she wishes to commence the leave. The notice shall specify when the employee desires the child-rearing portion of the leave to end. The total time for this leave may not exceed two (2) years.

5.1.3 In the event an employee desires a child-rearing leave, the employee shall give written notice to the Superintendent no later than the thirtieth (30<sup>th</sup>) consecutive day (waived in emergency situations) prior to the anticipated delivery date. The child-rearing leave shall begin when the employee is no longer eligible for sick leave and shall end not more than two (2) years later. The notice shall specify when the employee desires the child-rearing leave to end.

5.1.4 An employee may take either a child-bearing/child-rearing leave (5.1.2) or a child-rearing leave (5.1.3) but may not take both for any one (1) pregnancy.

5.1.5 A child-rearing leave may be taken for the adoption of a child.

5.1.6 An employee shall be permitted to utilize sick leave entitlements for temporary disability prior to the initiation of an unpaid child-bearing/child-rearing leave or child-rearing leave.

5.1.7 Time spent by a noninstructional employee on child-rearing leave will not count as service for salary credit, sick leave or other benefits based on length of service. An employee on an unpaid child-bearing/child-rearing or child-rearing leave may terminate the leave if they give at least sixty (60) days notice prior to the resumption of duties. The parties reserve the right to reduce the sixty (60) day notice period on a case by case basis without establishing a precedent provided that both the Union and the District agree to the reduction.

- 5.1.8 Any leave under this section shall not be considered a discontinuation of service, and all available benefits shall be restored upon return to service.
- 5.1.9 An employee who takes a child-bearing/child-rearing or a child-rearing leave shall be entitled to return to his or her former job title unless said position has been abolished. In the event that the position has been abolished, Section 3.4 and 3.5 shall apply.

#### **Section 5.2 Leave of Absence Without Pay**

- 5.2.1 Any noninstructional employee who wishes a leave of absence must follow the following:
- 5.2.2 Leaves of Absence are granted by the Board of Education:
- A. Application for leave of absence or an extension or renewal thereof must be made, in writing, to the Business Executive and approved by the Superintendent of Schools, stating the purpose of the leave and should be accompanied by specific supportive statements concerning the need and desirability of the leave of absence.
  - B. A leave of absence shall be used essentially and primarily for the purpose stated by the noninstructional employee in the application which was approved by the Superintendent of Schools and for which the leave was granted by the Board of Education.
  - C. The Superintendent of Schools may grant leave for a period not to exceed five (5) school days.
    - 1. All other leaves of absence must be granted by a special action of the Board of Education.
    - 2. Failure on the part of any noninstructional employee to secure a grant for a leave of absence before absenting himself from his assigned duties may be considered as a resignation of that employee from the noninstructional staff of the school system. Leaves of absence will not be granted if, in the opinion of the Superintendent of Schools, it will have an adverse effect on the program of the school.
- 5.2.3 Scheduled increments, adjustments in salary and retirement credit are not allowed during leaves of absence. If the employee on leave desires to be reassigned to duty with the Board of Education following termination of such leave of absence, a statement of intent must be made in writing to the Business Executive at least sixty (60) days before the expiration of the leave. The statement of intent will be submitted to the Board of Education by the Business Executive or Superintendent of Schools. Upon return to service, the employee shall resume the contract status which he held prior to the leave of absence.

#### **Section 5.3 Sick Leave**

- 5.3.1 The term "sick leave" is interpreted to mean the automatic leave of absence with pay granted to regular noninstructional employees of the school district, whenever such

absence is the result of personal illness or physical disability occurring to said employees.

- 5.3.2 Noninstructional personnel will be entitled to one (1) day sick leave each month of completed employment for the school district. These days will be accrued. The normal hours of work per day for any given employee constitutes one (1) day. When an employee exceeds their accumulated sick leave, the employee shall receive one-half (1/2) pay for twenty (20) additional days of illness, provided these are consecutive days.
- 5.3.3 Each noninstructional employee who does not use all of his earned sick leave in any fiscal year shall have the number of days, at their normal hours, not used, accumulated from year to year and used, if needed, and in accordance with the terms herein stated for sick leave usage, up to a total of not more than two hundred twenty (220) working days.
- 5.3.4 Each employee shall furnish satisfactory proof of necessity for sick leave usage if such proof is requested by the Superintendent of Schools. If such proof of necessity for usage of sick leave is required, the employee shall be required to have an examination by the school physician. The cost of such examination shall be borne by the district.
- 5.3.5 Sick Leave Bank:
- A. Eligibility - All employees who are eligible to accumulate paid sick leave as provided elsewhere in this Agreement.
  - B. Participation in the Sick Leave Bank shall be on a voluntary basis. Application for membership in the Sick Leave Bank must be made within twenty (20) days of the open enrollment period designated by the Sick Leave Bank Committee or within twenty (20) days after completion of an employee's first year of employment, on forms provided by the Sick Leave Bank Committee. A member who fails to join within any enrollment period defined above or who withdraws from the Sick Leave Bank, shall be ineligible to join or rejoin the Sick Leave Bank.
  - C. Contributions - Each applicant to the Sick Leave Bank shall have deducted from their own sick leave accumulation two (2) days to be contributed to the Sick Leave Bank. This deduction will occur each July 1 until the maximum is reached. New employees shall become eligible to apply for membership one (1) year from their date of hire and shall have two (2) days deducted from their accumulated sick leave during the first pay period following one (1) year of employment.

The bank shall not exceed the maximum of two hundred (200) days. When the bank falls below the sixty (60) day level, the bank will require contributions from all members not to exceed one (1) day from each employee's accumulated sick leave. The maximum can exceed two hundred (200) days as a result of the needed one (1) day contribution noted above or in the instance of a new employee's contribution.

Days contributed to the Sick Leave Bank shall be non-refundable.

- D. Withdrawals - Withdrawals from the Bank shall be limited to employees who have exhausted all leave accruals and whose illness continues five (5) school days after their own accruals have been exhausted. Withdrawals can only be used for the employee's extended illness and not any other member of the employee's family. Application to withdraw days from the Sick Leave Bank shall be on forms provided by the Sick Leave Bank Committee.

In no event may an employee withdraw more than sixty (60) days from the Bank for any one (1) illness in any one (1) fiscal year.

- E. Requests - A written request to the Bank must be accompanied by a physician's statement specifying the anticipated duration of the illness. The Sick Leave Bank Committee consisting of three (3) representatives from the Association, appointed by the Unit President shall review the request and shall have the ability to deny or recommend approval. The Committee can require additional supporting detail, including another physician's examination, at the employee's expense, before taking action on the request. The Sick Leave Bank Committee shall have the right and authority to terminate an approved Bank leave, at anytime, for any reason. Determinations made by the Sick Leave Bank Committee shall not be grievable.
- F. Time on Leave - Time spent on Bank leave shall not entitle an employee to any accrued leave for the period of time spent on Bank leave.

#### Section 5.4 Bereavement Leave

- 5.4.1 An allowance of five (5) days for death in the immediate family. For the purpose of this provision, the immediate family will mean spouse, parent, child, (including step). An allowance of three (3) days for death of other family members. Other family members are defined to be grandparents, sister, brother, grandchildren and in-laws of the same category (including step). The above provision shall not be interpreted as an automatic granting of a leave solely because of death.

#### Section 5.5 Personal Leave Days

- 5.5.1 Noninstructional employees shall be allowed three (3) personal days, without loss of wages each year. Notification to use personal days is to be given at least one (1) school day in advance to the employee's immediate supervisor whenever possible.
- 5.5.2 Personal days will be disallowed when used the last scheduled work day before a holiday or vacation or the first scheduled work day after a holiday or vacation.
- 5.5.3 Personal leave must be utilized in no less than two (2) hour blocks of time. Unused personal days will be added to accumulated sick leave.

#### Section 5.6 Family Illness Days

- 5.6.1 Ten (10) month noninstructional employees shall be allowed two (2) family days for illness of the immediate family. The twelve (12) month noninstructional employees

shall be allowed three (3) family days for illness of the immediate family. The Board of Education interprets "members of the immediate family" to include the following: spouse, mother, father, son, daughter, brother, sister, grandparents, or in-laws of the same category. These days will not be deducted from accumulated sick leave.

#### Section 5.7 Jury Duty

- 5.7.1 If a noninstructional employee is absent from duty because of an assignment for jury duty, no deductions shall be made from his/her salary (hourly rate) provided he/she turns over to the District any fee or compensation paid to him/her, exclusive of reimbursed expenses. The Business Executive may require him/her to submit a statement from the Clerk of the Court stating forth the amount of fee or compensation paid.

#### Section 5.8 Association Time Usage

- 5.8.1 CSEA Officers or duly appointed Stewards (not to exceed three (3) per occurrence in the case of District Labor/Management meetings) shall be granted reasonable time without loss of pay or charge to accruals for attendance at District Labor Management meetings, grievance hearing meetings which are scheduled by mutual agreement during work hours.

#### Section 5.9 Miscellaneous

- 5.9.1 Noninstructional personnel, with the exception of those who regularly call at different schools, shall not leave the school building to which they are assigned without first notifying the office of the building to which he or she is assigned and receiving the permission to leave from his/her immediate supervisor or in that person's absence, a district administrator.

### ARTICLE 6 COMPENSATION

#### Section 6.1 Payroll Matters

- 6.1.1 Union Security and Dues Checkoff
- A. The employer shall deduct from the wages of members and remit to the Civil Service Employee's Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorizations, permitting such deductions. The employer agrees to deduct and remit such monies exclusively for CSEA as the recognized exclusive Negotiating agent for employees in this unit.
  - B. On the effective date of this Agreement, the District shall supply to the association president a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, CSEA sponsored insurance deduction, and first day of employment. Such information shall hereafter be provided to the unit president on an annual basis.



## 6.1.2 Agency Shop

The CSEA, having been recognized as the exclusive representative for employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of the CSEA. The amount will be equivalent to the dues levied by the CSEA and the fiscal or dispensing officer should make said deductions and transmit the sum so deducted to the CSEA. The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York 12210. These deductions will be accompanied by a listing indicating the names and addresses of those employees who are not members of the CSEA.

The CSEA shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of Sections 6.1.1 and 6.1.2.

## Section 6.2 Job Classification and Wage Schedule

6.2.1 The following are the job rankings, within ten (10) grades:

<u>A. Grade</u>	<u>Job Title</u>
1	Cleaner - Laborer - Groundsman
2	Food Service Helper - Laundry - Monitor
3	Sr. Library Clk. - Cook
4	Typist II
5	Cook Manager - Teacher Aide
6	Sr. Typist - Sr. Steno - Account Clerk Typist
7	Custodian
8	Bus Driver
9	Building Maintenance Mechanic
10	Auto Mechanic

### B. Work in Higher Classification

If an employee performs the full duties and accepts the full responsibility in a classification which is in a higher grade than his own for a consecutive period of five (5) working days or more, he shall be paid at the higher grade for all time worked in such classification.

## 6.2.2 Hourly Rate Structure

- A. Effective July 1, 2005, the salary/wage rates shall be increased by three and one half percent (3.5%) plus step.
- B. Effective July 1, 2006, the salary/wage rates shall be increased by three and one half percent (3.5%) plus step.
- C. Effective July 1, 2007, the salary/wage rates shall be increased by three and one half percent (3.5%) plus step.

- D. Effective July 1, 2008, the salary/wage rates shall be increased by three and one half percent (3.5%) plus step.
- E. Any employee who is transferred to a different grade will be credited with all their experience in the Pine Valley School District.
- F. The school nurse's hourly rate schedule shall be increased by three and one half percent (3.5%) in each year of the contract plus step where due.

Step	P	1	2	3	4	5
Years	6 mo.	(1)	(2)	(3)	(4)	(5)
7/1/05	15.18	15.75	16.30	16.86	17.50	18.12
7/1/06	15.71	16.30	16.87	17.45	18.11	18.75
7/1/07	16.26	16.87	17.46	18.06	18.74	19.41
7/1/08	16.83	17.46	18.07	18.69	19.40	20.09

- 6.2.3 Employees who are required to work when school is closed due to emergency closing day conditions shall receive, in addition to their hourly rate times the number of hours worked, an extra day to be added to their vacation entitlement.
- 6.2.4 Employees who are not required to work on "emergency closing days" shall have the day off with pay without charge to accruals. A maximum of five (5) such "emergency closing days" will be paid for.
- 6.2.5 An employee who is involuntarily reassigned to another position, for any reason, which has a lower hourly rate from his/her former position shall be paid at his/her former rate or the maximum salary of the new position, whichever is lower.
- 6.2.6 An employee who assumes a different position within the bargaining unit having a lower rate than his/her former position will be given credit on the salary schedule for his/her years of service in the Pine Valley Central School District.
- 6.2.7 **Progressive Clause**  
  
Any person hired by the District who does not have experience in a particular position shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and wage or salary paid the new employee.
- 6.2.8 Noninstructional employees will receive wages at their regular hourly rate while attending meetings called by their Supervisor, the Principal or the Superintendent of Schools. Bus drivers may be required to attend up to ten (10) meetings during the year. These ten (10) bus drivers meetings, which will be conducted following the AM run, will be considered part of the regular run assignments.
  - A. Whenever possible, meetings shall be conducted between the hours of 8:00 AM and 5:00 PM.

- B. Any District employee required to drive his/her personal vehicle to any and all meetings held outside the District shall be reimbursed for all mileage incurred at the rate stated in the Board Policy Manual.

- 6.2.9 Notwithstanding that employees of this unit are classified as hourly rated employees, the parties agree that the bi-weekly payrolls shall be developed for twelve (12) month and ten (10) month employees by multiplying the normal number of hours scheduled each year by the employee's appropriate hourly rate divided by twenty-six (26) pay periods for twelve (12) month employees and by twenty-one (21) pay periods or an optional twenty-six (26) pay method for ten (10) month employees. This method shall employ the foregoing calculations for twenty-six (26) pays; however, the accumulated reductions will be included in the final (21<sup>st</sup>) pay of the school year. Ten (10) month employees opting for this twenty-six (26) pay method shall notify the Business Office, in writing, by June 1<sup>st</sup> of each year of their desire to do so. Their designation shall be effective for an entire school year. Exceptions to each payroll, for example, overtime or time not worked and not paid for shall be made as necessary.
- 6.2.10 When an employee is absent from work and has no paid leave to cover the absence, his bi-weekly pay will be decreased by the number of hours he was absent times his hourly rate.
- 6.2.11 A night shift differential of thirty cents (\$.30) per hour will be paid for all scheduled hours worked between the hours of 6:00 PM and 7:00 AM during the 1997-98 and 1998-99 school years. Effective the 1999-00 and 2000-01 school years only, the differential shall be increased by five cents (\$.05) to thirty-five cents (\$.35) per hour.
- 6.2.12 An employee who has completed twenty (20) years of service with the District shall be entitled to a one time, lump sum two hundred dollar (\$200) career service stipend payable in the payroll period following the completion of twenty (20) years of service. This provision shall expire on June 30, 2009.

### Section 6.3 Retirement

- 6.3.1 Participation in the New York State Retirement System will be regulated by the rules, requirements and procedures of the New York State Retirement System for noninstructional employees.
- A. The Board will provide to employees eligible therefor, and to the extent permitted by law, pay for the pension plan for retirement of employees commonly known as the Section 75g retirement plan.
- 6.3.2 Noninstructional employees who have completed ten (10) years of service in the Pine Valley Central School District will be eligible for terminal credit days' salary increment to be applied during the final completed school year.
- A. In order to receive terminal credit the noninstructional employee must submit a notice of retirement and resignation to the Board of Education on or before April 1 preceding the school year in which the salary increment shall be applied.

B. The terminal credit days' allowance will be one-half (1/2) of the employee's accumulated sick days at the time of retirement, to a maximum of one hundred ten (110) days.

C. The salary increment for terminal credit days will be the final daily rate of the employee's job status, times the number of terminal credit days allowed, to be paid in a lump sum during the next payroll period following retirement.

6.3.3 The retired employee or his/her surviving spouse shall be allowed to continue in the District sponsored health insurance plan upon payment of all premium monies due to the District office at a time designated by the District.

#### Section 6.4 Hospitalization Insurance

6.4.1 Effective July 1, 2002, the current plans shall be changed to the Chautauqua County School Districts' Medical Health Plan.

Employees shall be entitled to health insurance premium contributions from the District according to the plan for which they are eligible in accordance with the following chart.

<u>Employer Contribution</u>	<u>Employee Contribution</u>
S - 90%	10.0%
2 person - 87.5%	12.5%
3 person - 84.5%	15.5%

Those employees in the bargaining unit who are hired by the District on or after July 1, 2005, shall be eligible for health insurance, provided that if they choose an indemnity plan as offered by the District through the District's Medical Health Plan, the employee shall be responsible for the full payment of the difference in cost between that plan and the Point of Service Plan that is offered by the District. That will be in addition to the provisions of paragraph 6.4.1.

The contribution rates described above are based on the health insurance premium plus the amount for buy-in into the Chautauqua County School District's medical health plan.

Note: Union waives right to grieve issue of buy-in as part of premium contribution.

In order to be eligible for coverage an employee must be a full-time noninstructional employee as defined in Section 3.1.1 of this Agreement.

6.4.2 A dental insurance plan is available to the noninstructional employees on an optional basis. This option assumes the noninstructional employees meet any participation requirements made by the carrier. The premium contributions for the District and employees shall be identical to those contained in Section 6.4.1 of this Article. The carrier to be chosen by the District, with change in benefits to be negotiated.

6.4.3 Life Insurance - Full-time Tier 1 members of the New York State Employees' Retirement System will have the benefit of an ordinary Death Benefit Rider 60B of the New York State Employees' Retirement Benefit Program, the cost of which will

be paid by the Board of Education. Full-time Tier 2, Tier 3 and Tier 4 employees will have a term life insurance of thirty thousand dollars (\$30,000.00), double indemnity dismemberment policy paid by the Board of Education.

- 6.4.4 Effective July 1, 2002 eligible employees selecting the indemnity plan will receive a \$5/\$10 (generic/brand name) drug prescription benefit and for those selecting the managed care option will receive a \$7/\$15 (generic/brand name) drug prescription benefit.

Effective July 1, 2005 the roll back provision of the prescription plan will no longer be provided as part of the prescription plan.

- 6.4.5 An optical insurance plan is available to the noninstructional employees. The premium contributions for the District and employees shall be coverage identical to those contained in Section 6.4.1 of this Article. The carrier to be chosen by the District, with change in benefits to be negotiated.

- 6.4.6 The major medical deductible shall be one hundred dollars (\$100.00) for individual and two hundred dollars (\$200.00) for family.

- 6.4.7 Employees who opt out of the District's medical plan shall be reimbursed at twenty-five percent (25%) of the monthly premium. Payment shall be in two (2) equal parts: one (1) in the first paycheck in December, and one (1) in the first paycheck in June. In order to opt out, the employee must show that he/she has acceptable coverage through another source. An employee may re-enter the health plan if he/she can show that coverage has been terminated through no fault of his/her own. Absent the above occurring, the employee may only re-enter the plan if two (2) years have elapsed since opting out of the plan. The opting out arrangement does not apply where an employee and spouse both work for the District.

If two (2) employees are married to each other and have children, the District shall be required to provide family coverage under the foregoing plans to only one (1) of them (i.e. the one [1] designated in a statement signed by both of them). However, if two (2) employees are married to each other and do not have children, each shall be entitled to a single plan.

The insurance rebates will not influence an employee's base salary for purposes of step improvement, overtime, longevity or percentage improvement in future years.

6.4.8 Optional Flexible Benefits Plan

- A. The selection of a plan administrator shall rest with the District and shall remain the right of the District to change the administrator at anytime.
- B. The District shall be responsible for any start-up costs or fees not to exceed one thousand dollars (\$1,000.00). Any such cost in excess shall be shared equally between the District and the noninstructional participating employees.
- C. Any annual service fees up to one thousand dollars (\$1,000.00) shall be the responsibility of the District. Any such cost in excess shall be shared equally between the District and the noninstructional participating employees.

- D. Any monthly service or administration fees up to five dollars (\$5.00) per month shall be paid by the District. Any amount in excess of five dollars (\$5.00) shall be shared equally between the District and each participating employee.
- E. Participation in the 125 Plan is voluntary for all eligible employees. To be eligible a person must be a permanent part-time or full-time employee.
- F. The following employee dollar limits shall be placed on each respective account:  
  
GROUP INSURANCE DEDUCTIONS - Equal to the employee's premium contribution  
UNREIMBURSED MEDICAL, DENTAL, VISION - \$3,000.00  
DEPENDENT CARE ASSISTANCE PLAN - \$5,000.00  
INDIVIDUAL HEALTH AND/OR DISABILITY PREMIUMS - \$5,000.00
- G. The plan year shall be October 1 - September 30.
- H. The use of the funds shall be for any proper purposes within Internal Revenue Service (IRS) Code Section 125.
- I. Participants shall comply with rules, regulations and procedures of the plan administrator.

#### **Section 6.5 Health Requirements**

- 6.5.1 The Board of Education requires each noninstructional employee holding transportation and/or cafeteria jobs to have a physical examination prior to resumption to duties at the beginning of each school year.
  - A. The employee will be responsible for having the report remitted to the school if the physical examination is completed by a physician other than the school physician.
- 6.5.2 The Board of Education may require each noninstructional employee, other than personnel holding transportation and/or cafeteria jobs, to have a physical examination by the school physician or by a physician of the employee's choice.
  - A. The employee will be responsible for having the report remitted to the school if the physical examination is completed by a physician other than the school physician.
- 6.5.3 Each noninstructional employee who does not have a physical report submitted according to this Agreement or appropriate regulation to the Superintendent of Schools within the periods specified within this Agreement will be prohibited from assuming his duties and will receive no wages for time lost due to the lack of the physical examination report.
- 6.5.4 Noninstructional employees with physical or mental health problems that interfere with their capacity to perform assigned duties of their relationship to the students

and/or co-workers may be required to present evidence that they are in good physical and mental health. The Board of Education may require additional examinations by one (1) or more regularly licensed physicians, if, in its opinion, such examinations are necessary for additional information.

A. The cost of such additional examination shall be borne by the Board of Education.

B. Treatment and corrections of conditions, as specified by one (1) or more professional consultants, shall be required before the individual resumes his school duties and responsibilities.

6.5.5 The cost of this physical examination will be borne by the Board of Education if done by the school physician or up to a thirty dollar (\$30.00) limit if done by a physician of the employee's choice.

#### Section 6.6 Uniforms

6.6.1 The District will provide up to one hundred dollars (\$100) for uniforms and aprons to each cafeteria employee per year contingent upon the presentation, by the employee, of a valid receipt in support of the purchase.

6.6.2 The District will provide each cleaner with three (3) smocks per year.

6.6.3 The District will provide each custodian, building maintenance mechanic and bus mechanic with three (3) uniforms per year. Additionally, the District will pay thirty dollars (\$30) for regular footwear and forty dollars (\$40) for safety footwear provided the employee supplies the District with a valid receipt for the footwear purchase.

#### Section 6.7 Miscellaneous

6.7.1 All noninstructional employees and their spouses will be admitted to regular season home athletic events at no cost.

### ARTICLE 7 BUS DRIVERS

#### Section 7.1 Regular Runs - Assignments

7.1.1 The following are defined as regular bus runs:

AM Run	BOCES PM Run
PM Run	Academic Run
BOCES AM Run	Swimming Run
BOCES Noon Shuttle Run	

All drivers will be assigned one (1) or a combination of the above runs. Combination runs will be given to the most senior drivers first. (Seniority as defined in Section 3.4 of this Agreement.)

7.1.2 These runs will become permanent runs for the school year to that driver. If a senioreddriver does not wish these runs, they will be assigned to the next most senioreddriver for that year. If a run becomes vacant during the year, it shall be posted within thirty (30) days.

7.1.3 Assignments will be given first to the most senioreddriver to bring him/her to as close to forty (40) hours a week as possible.

7.1.4 The administration reserves the right to assign a trip to an occasional driver.

## Section 7.2 Regular Runs - Wages

7.2.1	AM Run	- 1 hour or 2 hours
	PM Run	- 1 hour or 2 hours
	Academic Run	- 2 hours
	Swimming Run	- 3 hours
	BOCES AM Run	- 2 hours
	BOCES Noon Shuttle	- 2 hours
	BOCES PM Run	- 2 hours
	Gowanda Area	BOCES AM and PM Runs - 2.5 hours add .5 for Eden and/or North Collins
	North Collins	AM and PM Runs - 2.5 hours add .5 for Eden
	Randolph Academy	AM and PM Runs - 2 hours
	Forestville	AM and PM Runs - 1.5 hours

7.2.2 The Board of Education may designate one (1) AM and one (1) PM bus run to be compensated at two and one-half (2 1/2) hours pay per run, if they so desire, in which instance such appointed run will be posted and bid according to seniority.

7.2.3 Pay for bus drivers' regular runs will be on the basis of two (2) hours for the regular morning run and two (2) hours for the regular afternoon run and one and one-half (1.5) hours for the short morning run and one and one-half (1.5) hours for the short afternoon run, basically involving student pickups in the villages of Cherry Creek and South Dayton, unless realistic abnormal conditions such as weather or vehicle breakdown are present which create a necessary extension of those times, in which case the extended time will be paid for.

## Section 7.3 Extra Runs - Assignments & Wages

7.3.1 In order to qualify for extra driving or extra runs, a driver must be regularly scheduled to drive two (2) runs per day, if two (2) run drivers are available.

7.3.2 Extra bus driving runs will be paid for at the driver's regular rate per hour and at time and one-half (1 1/2) his/her rate if hours worked per week are in excess of forty (40). Extra runs are those runs other than Morning, Kindergarten, and Afternoon or otherwise identified as bus runs for other than normal school hours. Extra runs involving overnight trips will be paid on the basis of driving hours only.



7.3.3 All extra bus runs shall be rotated on a seniority basis.

#### **Section 7.4 Activity Runs**

7.4.1 All regularly scheduled driving for activity runs will be on a rotation basis, according to seniority as defined in Section 3.4 of the Agreement. The payment will be at the rates established below:

<b>Years</b>	<b>05-06</b>	<b>06-07</b>	<b>07-08</b>	<b>08-09</b>
Varsity Football	59.99	62.09	64.26	66.51
JV Football	59.99	62.09	64.26	66.51
Girls Volleyball	59.99	62.09	64.26	66.51
Cross Country Practice & Meets	24.00	24.84	25.71	26.61
7/8 Basketball (Girls & Boys)	59.99	62.09	64.26	66.51
JV & Varsity Basketball (Girls & Boys)	59.99	62.09	64.26	66.51
Wrestling Meet	59.99	62.09	64.26	66.51
Wrestling Tournament	119.99	124.19	128.54	133.04
Boys' Volleyball	54.00	55.89	57.85	59.87
JV Softball & Baseball	59.99	62.09	64.26	66.51
Girls' Track	54.00	55.89	57.85	59.87
Golf Practice	34.78	34.78	34.78	34.78
Golf Meets	52.17	52.17	52.17	52.17
Boys' Track Practice & Meets	24.00	24.84	25.71	26.61
Swimming	54.00	55.89	57.85	59.87
Soccer	54.00	55.89	57.85	59.87
Band (Parade)	54.00	55.89	57.85	59.87
Band (Major Event)	89.99	93.14	96.40	99.77
Varsity Softball & Baseball	59.99	62.09	64.26	66.51

7.4.2 Drivers assigned playoffs and scrimmages will be paid their hourly rate given on Step 4 of the salary schedule.

#### **Section 7.5 Miscellaneous**

7.5.1 Bus drivers will be required to keep their buses clean at all times of operation by cleaning the inside daily and cleaning the outside weekly, for which each driver will be paid for one (1) hour per week at his regular scheduled hourly rate. The administration's judgment of clean buses will prevail. If it is felt that a driver has not properly cleaned his/her bus, that driver will not be paid the additional hour.

- 7.5.2 Relief drivers will be rotated according to seniority in Section 3.4 of this Agreement on trips for which relief drivers are necessary. Such relief drivers shall be with Board of Education approval.
- 7.5.3 Seniority for bus drivers is seniority as defined in Section 3.4 of this Agreement.
- 7.5.4 Drivers will be limited to forty (40) hours per week, or as close to forty (40) hours a week as possible, as not to cause the District to pay overtime.
- 7.5.5 Each bus driver that completes the School Bus Driver Training Program, as per the rules of the Board of Regents and the Regulations of the Commissioner of Education, shall receive an additional fifty dollars (\$50.00) that year. This is normally included in the last pay in May. The drivers will also receive an additional fifty dollars (\$50.00) for completion of the refresher course. The drivers will not be paid their hourly salary for taking the refresher course provided it is offered in the Pine Valley School District. The District shall reimburse new employees for the cost of fingerprinting upon permanent appointment to a position with the District.
- 7.5.6 In the event a run goes unfilled, for any reason, the District shall exercise its right to assign a driver to said run.

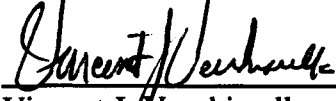
**Section 7.6 Commercial Driver's License**

- 7.6.1 The District shall reimburse to the employee the cost of a Class B - S certification driver's license and CDL license when said employee has completed his or her probationary period or for veteran drivers upon renewal of their licenses. Employees must submit proof of payment to the Department of Motor Vehicles for such licenses.

**ARTICLE 8 DURATION**

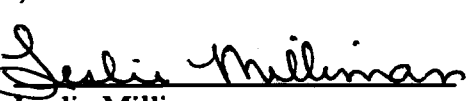
- 8.1.1 The terms of this Agreement are effective from July 1, 2005 and shall continue in full force and effect until June 30, 2009.

**Pine Valley Central School  
Chief School Administrator**

by   
Vincent J. Vecchiarella  
Superintendent of Schools

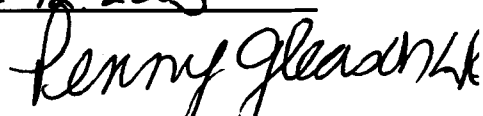
12/14/05  
Date

**Pine Valley Unit of CSEA  
Inc., Association**

by   
Leslie Milliman  
President

Dec 12 2005  
Date

Dated this 14<sup>th</sup> day of December, 2005.

  
12/13/05

**APPENDIX A**  
**HOURLY RATE STRUCTURE**  
**2005-06**

Grade	1	2	3	4	5	6	7	8	9
Years of Service	(1)	(2)	(3)	(4-7)	(8-11)	(12-15)	(16-20)	(21-25)	(26+)

**LEVEL JOB TITLE**

1	CLEANER	11.24	12.24	12.65	12.84	13.39	13.50	13.62	13.76	13.87	13.94
2	LABORER GROUNDSMAN	11.16	12.16	12.60	12.69	13.20	13.35	13.56	13.68	13.83	13.96
3	FOOD SERVICE HELPER LAUNDRY WORKER SCHOOL MONITOR	11.23	12.23	12.63	12.77	13.34	13.49	13.83	14.24	14.44	14.60
4	SENIOR LIBRARY CLERK COOK	11.70	12.70	13.10	13.24	13.78	13.90	14.08	14.41	14.68	14.78
5	TYPIST II	11.89	12.90	13.10	13.43	14.09	14.24	14.39	14.51	14.66	14.75
6	COOK MANAGER TEACHER AIDE SENIOR TYPIST SENIOR STENOGRAPHER ACCT. CLERK TYPIST	12.31	13.30	13.50	13.77	14.30	14.40	14.55	14.77	14.87	14.98
7	CUSTODIAN CUSTODIAN/WATCHKEEP	12.50	13.50	13.70	13.99	14.56	14.67	14.78	14.98	15.12	15.22
8	BUS DRIVER	12.56	13.57	13.77	14.14	14.67	14.81	14.98	15.29	15.67	15.81
9	BLDG. MAINT. MECH.	12.77	13.77	14.03	14.23	14.92	15.05	15.25	15.46	15.85	16.02
10	AUTO MECHANIC	13.24	14.23	14.48	14.60	15.32	15.41	15.56	15.70	16.00	16.30

Years of Service	6 Months	1	2	3	4	5
11 NURSE	15.18	15.75	16.30	16.86	17.50	18.12

**APPENDIX B**  
**HOURLY RATE STRUCTURE**  
**2006-07**

Grade	Probation	1	2	3	4	5	6	7	8	9
Years of Service	6 Months	(1)	(2)	(3)	(4-7)	(8-11)	(12-15)	(16-20)	(21-25)	(26+)

**LEVEL JOB TITLE**

1	CLEANER LABORER GROUNDSMAN	11.63	12.67	13.09	13.29	13.86	13.97	14.10	14.24	14.36	14.43
2	FOOD SERVICE HELPER LAUNDRY WORKER SCHOOL MONITOR	11.55	12.59	13.04	13.13	13.66	13.82	14.03	14.16	14.31	14.45
3	SENIOR LIBRARY CLERK COOK	11.62	12.66	13.07	13.22	13.81	13.96	14.31	14.74	14.95	15.11
4	TYPIST II	12.11	13.14	13.56	13.70	14.26	14.39	14.57	14.91	15.19	15.30
5	COOK MANAGER TEACHER AIDE	12.31	13.35	13.56	13.90	14.58	14.74	14.89	15.02	15.17	15.27
6	SENIOR TYPIST SENIOR STENOGRAPHER ACCT. CLERK TYPIST	12.74	13.77	13.97	14.25	14.80	14.90	15.06	15.29	15.39	15.50
7	CUSTODIAN CUSTODIAN/WATCHKEEP	12.94	13.97	14.18	14.48	15.07	15.18	15.30	15.50	15.65	15.75
8	BUS DRIVER	13.00	14.04	14.25	14.63	15.18	15.33	15.50	15.83	16.22	16.36
9	BLDG. MAINT. MECH.	13.22	14.25	14.52	14.73	15.44	15.58	15.78	16.00	16.40	16.58
10	AUTO MECHANIC	13.70	14.73	14.99	15.11	15.86	15.95	16.10	16.25	16.56	16.87

	Years of Service	6 Months	1	2	3	4	5
11	NURSE	15.71	16.30	16.87	17.45	18.11	18.75

**APPENDIX C**  
**HOURLY RATE STRUCTURE**  
**2007-08**

Grade	Probation	1	2	3	4	5	6	7	8	9
Years of Service	6 Months	(1)	(2)	(3)	(4-7)	(8-11)	(12-15)	(16-20)	(21-25)	(26+)

**LEVEL JOB TITLE**

1	CLEANER LABORER GROUNDSMAN	12.04	13.11	13.55	13.76	14.35	14.46	14.59	14.74	14.86	14.94
2	FOOD SERVICE HELPER LAUNDRY WORKER SCHOOL MONITOR	11.95	13.03	13.50	13.59	14.14	14.30	14.52	14.66	14.81	14.96
3	SENIOR LIBRARY CLERK COOK	12.03	13.10	13.53	13.68	14.29	14.45	14.81	15.26	15.47	15.64
4	TYPIST II	12.53	13.61	14.03	14.18	14.76	14.89	15.08	15.43	15.72	15.84
5	COOK MANAGER TEACHER AIDE	12.74	13.82	14.03	14.39	15.09	15.26	15.41	15.55	15.70	15.80
6	SENIOR TYPIST SENIOR STENOGRAPHER ACCT. CLERK TYPIST	13.19	14.25	14.46	14.75	15.32	15.42	15.59	15.83	15.93	16.04
7	CUSTODIAN CUSTODIAN/WATCHKEEP	13.39	14.46	14.68	14.99	15.60	15.71	15.84	16.04	16.20	16.30
8	BUS DRIVER	13.46	14.53	14.75	15.14	15.71	15.87	16.04	16.38	16.79	16.93
9	BLDG. MAINT. MECH.	13.68	14.75	15.03	15.25	15.98	16.13	16.33	16.56	16.97	17.16
10	AUTO MECHANIC	14.18	15.25	15.51	15.64	16.42	16.51	16.66	16.82	17.14	17.46

Years of Service	6 Months	1	2	3	4	5
11 NURSE	16.26	16.87	17.46	18.06	18.74	19.41

**APPENDIX D**  
**HOURLY RATE STRUCTURE**  
**2008-09**

Grade	Probation	1	2	3	4	5	6	7	8	9
Years of Service	6 Months	(1)	(2)	(3)	(4-7)	(8-11)	(12-15)	(16-20)	(21-25)	(26+)

**LEVEL JOB TITLE**

1	CLEANER LABORER GROUNDSMAN	12.46	13.57	14.02	14.24	14.85	14.97	15.10	15.26	15.38	15.46
2	FOOD SERVICE HELPER LAUNDRY WORKER SCHOOL MONITOR	12.37	13.49	13.97	14.07	14.63	14.80	15.03	15.17	15.33	15.48
3	SENIOR LIBRARY CLERK COOK	12.45	13.56	14.00	14.16	14.79	14.96	15.33	15.79	16.01	16.19
4	TYPIST II	12.97	14.08	14.52	14.68	15.28	15.41	15.61	15.97	16.27	16.39
5	COOK MANAGER TEACHER AIDE	13.19	14.30	14.52	14.89	15.62	15.79	15.95	16.09	16.25	16.35
6	SENIOR TYPIST SENIOR STENOGRAPHER ACCT. CLERK TYPIST	13.65	14.75	14.97	15.27	15.86	15.96	16.14	16.38	16.49	16.60
7	CUSTODIAN CUSTODIAN/WATCHKEEP	13.86	14.97	15.19	15.51	16.15	16.26	16.39	16.60	16.77	16.87
8	BUS DRIVER	13.93	15.04	15.27	15.67	16.26	16.43	16.60	16.95	17.38	17.52
9	BLDG. MAINT. MECH.	14.16	15.27	15.56	15.78	16.54	16.69	16.90	17.14	17.56	17.76
10	AUTO MECHANIC	14.68	15.78	16.05	16.19	16.99	17.09	17.24	17.41	17.74	18.07

	Years of Service	6 Months	1	2	3	4	5
11	NURSE	16.83	17.46	18.07	18.69	19.40	20.09

**APPENDIX E  
GRIEVANCE FORM**

**Note:** This form must be submitted in order to appeal the Grievance to the Superintendent at Step 2 (2.2.2)

(1) Name of the aggrieved party: \_\_\_\_\_  
Position of aggrieved party: \_\_\_\_\_

(2) Section(s) of the Agreement claimed to have been violated: \_\_\_\_\_  
\_\_\_\_\_

(3) Date on which grievance is claimed to have occurred: \_\_\_\_\_  
\_\_\_\_\_

(4) Date on which the oral or written grievance was presented to the immediate supervisor: \_\_\_\_\_

(5) Describe briefly the facts of the occurrence which you are grieving including time, place and name of persons involved:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) What do you want the District to do to remedy the situation?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If there is more than one (1) grievant, each must sign here or on an attached sheet and also print or type his name and position and the date on which the grievance occurred. If the grievance is submitted under Section 2.1.3 by the Association, an authorized officer must sign.**